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United States Steel Corporation Sheet and Tin Operations Fairless Works and United Steelworkers of America Local Union 4889

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BOARD OF ARBITRATION

Case No. USC-1898

March 9, 1966

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Fairless Works

and

Grievance No. A-63-146

UNITED STEELWORKERS OF AMERICA
Local Union No. 4889

Subject: Reporting Allowance.

Statement of the Grievance: "We request four hours reporting allowance.

"Facts: Management failed to observe the provisions of the Basic Labor Agreement.

"Remedy Requested: Pay the grievants all monies lost."

This grievance was filed in the Second Step of the grievance procedure August 23, 1963.

Contract Provisions Involved: Sections 10-D-3 and 10-E-1 of the April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case No. USC-1898

This grievance from the No. 2 Roll and Bearing Shop of Fairless Works claims that Management's cancelling the second turn on August 23, 1963 was in violation of Section 10-D-3 and, therefore, that grievants, who nevertheless reported for work that day, are entitled to reporting allowance under Section 10-E-1 of the April 6, 1962 Agreement, as amended June 29, 1963.

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The second turn of Friday, August 23, 1963, was the fifth scheduled workday for grievants in that week and the last scheduled turn for the No. 2 Roll and Bearing Shop. During the second turn of Thursday, August 22, Management notified the 13 employees in the Shop and the Assistant Grievance Committeeman that the second turn on Friday would be cancelled.

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The Company says that cancellation of that turn was caused by lack of work and that the employees were so notified, but the Union insists that the employees and Assistant Grievance Committeeman were given no reasons when informed of the turn's cancellation. The Grievance Committeeman was told of the cancellation when he reported for work on third turn on Thursday, August 22, and he says that the General Foreman then told him that he had no specific reason for cancellation of the Friday turn but that he had been told to cut a turn and that he did. The Grievance Committeeman said that about an hour later he was called to the office of the Roll Shop Superintendent who said that roll work from the 80" Hot Strip Mill, 30" Billet Mill, 40" Blooming Mill, 10" Bar Mill, and Skelp and Pipe Mills at the Fairless Tubular Operations had not materialized as had been expected and, therefore, that it was necessary to cancel the Roll Shop's fifth workday on Friday because of lack of work.

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At any rate, all Roll Shop employees were notified on second turn Thursday not to report on Friday. Ten of those employees did report, however, and now seek reporting allowance, claiming that their schedule for the week was "changed," i.e., that the Friday turn was cancelled for reasons other

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than "...breakdowns or other matters beyond the control of Management," and, therefore, pursuant to the theory of USC-365, that they are entitled to reporting allowance under 10-E-1.

The Company notes that the No. 2 Roll and Bearing Shop is a service facility whose operations are dictated by the needs of the various rolling mills which it services. These are the 80" Hot Strip, 40" Blooming, 30" Billet, 21" Billet, 10" Bar, and certain Tube Mills in the Fairless Tubular Operations, with the 80" Hot Strip Mill normally making the greatest demands on the Shop. 5

Management claims that at schedule-posting time in the preceding week, Roll Shop Supervision had anticipated the normal Roll Shop work generated by five-turn operations on the 80" Hot Strip Mill, roll changes on the 40" Blooming Mill, three changes on the 30" Billet Mill, where certain difficulties had been causing excessive wearing of rolls, and the usual available work from the 10" Billet Mill and the Tubular Operations' Mills. 6

It is said that those expectations were not realized, however, which caused a lack of work for the Roll Shop and cancellation of grievants' fifth day. That is, the Company says that, unknown to Roll Shop Supervision, the 80" Mill, which had been scheduled for six turns during the week preceding the one in question here, had eliminated a carbon rolling turn scheduled for Friday, August 16, the day after the pertinent Roll Shop schedule had been posted, and had moved up a stainless rolling turn from Saturday to Friday. This allegedly resulted in the Roll Shop's having an additional 20 ground but unused carbon rolls on hand, which it had not foreseen when posting the schedule for the following week. It is said that the Roll Shop thus was one day ahead on 80" Mill roll grinding, even though it, too, had cancelled a scheduled turn on the prior Saturday, August 17, as a result of the loss of one turn that week on the 80" Mill. 7

The Company says also that the anticipated volume of Roll Shop work from the 40", 30", and 10" Mills did not materialize. Moreover, Management says that, unknown to Roll Shop Supervision at scheduling time in the preceding week, Tubular Operations were shut down for two weeks beginning Friday, August 16, and thus the usual 20 to 30 hours of roll-turning from that source did not occur. Supervision says it did not learn of that shutdown till Tuesday, August 20, 1963.

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The Company arguments run broad and deep here. For example, it makes several successive points, (1) that mere cancellation of a scheduled turn because of lack of work, as opposed to moving a scheduled turn from one turn or day to another, is fully justified by Management's rights under Section 3, and in the further light of the "no guarantee" restriction of 10-A, is not a schedule "change" within 10-D-3 and thus need not be justified by Management as resulting from "...breakdowns or other matters beyond the control of Management"; (2) that, even if this situation were considered to be a schedule change under 10-D-3, Management's relieving employees from duty for lack of work should be held, in view of Sections 3 and 10-A, to be within the phrase "other matters beyond the control of Management" and, therefore, not violative of 10-D-3; and (3) that, even if this were a schedule change in violation of 10-D-3, no reporting allowance is due under the theory of USC-365 because reasonable notice not to report was given under 10-E-2-d and, unlike the facts in USC-365, grievants' scheduled turn here was not shifted from one day or turn to another for Management's convenience, but simply was cancelled because grievants' services were not needed.

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The Union insists that work was available for Roll Shop employees. Management agrees that there was work available in the Roll Shop and that there always is. It insists, however, that it reasonably schedules Roll Shop operations, first on the basis of anticipated current needs, and then in light of future needs. The Company asserts, therefore, that as of Thursday of the week in question, current Roll Shop

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work had been accomplished, and if grievants had worked Friday, they would have been on future, inventory work, which supervision felt was not needed then. In fact, the Roll Shop then was so well caught up on its current work that the schedule posted on Thursday, August 22, for the following week, called for only four days, and grievants actually did not begin working that week until Tuesday, August 27.

FINDINGS

It is unnecessary here to decide all of the various contractual theories suggested by the parties. It is clear that, although the effects of the Tubular Operations' shutdown may have been over-stressed at the outset, there was considerable Roll Shop work (from the 80" Hot Strip Mill, the 40" Blooming Mill, and the 30" Billet Mill) which had been anticipated at scheduling time on the prior Thursday but which did not materialize. That resulted in the Roll Shop's being entirely caught up by August 22 on its immediate needs. Thus, although there could have been work available on Friday, all of it would have been on building inventory for future needs.

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Actually, the Union seems to agree that in the past there have been unopposed cancellations of Roll Shop turns because of lack of work resulting from unanticipated changes in Rolling Mill schedules, usually the 80" Hot Strip Mill. The Union says, however, that in those situations the employees were notified of the reasons for the cancellation, whereas it is charged that here they were not, and it is said that that was the basis for the filing of the present grievance.

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Although Management's hearsay evidence would indicate that the reason for cancellation of the Friday turn was given to the employees and to the Assistant Grievance Committeeman on Thursday, the Union's hearsay evidence tends to

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show that when the employees were notified not to come out on Friday, they were given no explanation of why that turn was being cancelled. It is clear, however, from his first-hand testimony, that the Grievance Committeeman initially was given no such reason when he came out at about 4:00 p.m. on Thursday, August 22.

It is also true, however, that by 5:00 p.m. Thursday or shortly thereafter, Roll Shop Supervision explained to the Grievance Committeeman its reasons for cancellation of the Friday turn in as much detail as it did in Step 4 and at the hearing. Moreover, the Union does not dispute that the employees in fact were notified on Thursday not to report on Friday.

Of course, misunderstandings such as the present one might have been avoided if reasonably full explanations had been given to the employees and the Assistant Grievance Committeeman on Thursday, as to why Supervision felt compelled to cancel the Friday turn. But, since 10-D-3 requires that the "...changes...shall be explained at the earliest practicable time to the Grievance or Assistant Grievance Committeeman of the employees affected...", and since that was done here, the Board could not award reporting allowance in the circumstances of this case.

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AWARD

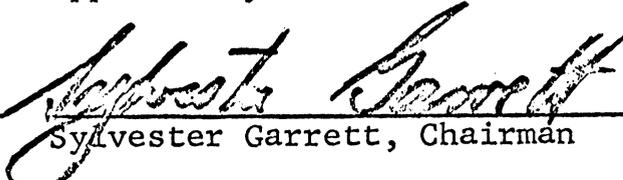
The grievance is denied.

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Findings and Award recommended pursuant to Section 7-J of the Agreement, by


 Clare B. McDermott
 Assistant Chairman

Approved by the Board of Arbitration


 Sylvester Garrett, Chairman